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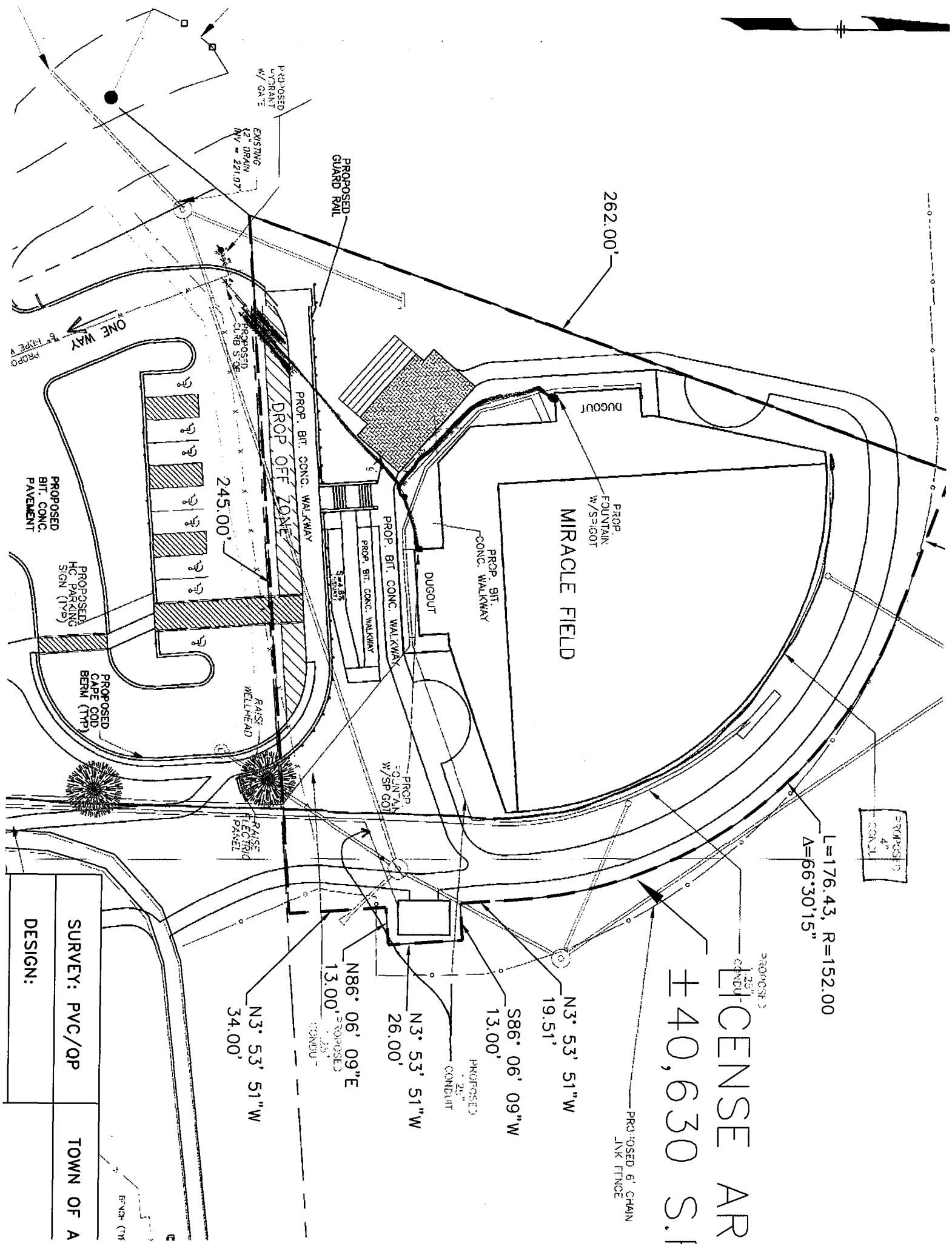
**BOARD OF SELECTMEN**  
**MIRACLE FIELD MOTION**

MOVED, pursuant to the vote under Article 34 of the 2012 Acton Annual Town Meeting, that:

- (1) The Selectmen having charge of land shown as Parcel 30-1 on Town Atlas Map B-5 hereby determine under G.L. c. 40, § 15A, that a portion of such land, consisting of approximately 41,000 square feet more or less, depicted as the "Miracle Field" on the plan attached hereto (the "Property") is no longer needed for the municipal purpose for which it was acquired and that it is transferred from that municipal use to recreational use;
- (2) The Town gratefully accepts the Gift to the Town of Acton from the Massachusetts nonprofit corporation Miracle League of Massachusetts, Inc. ("MLM") of the Miracle Field on the Property as described in MLM's letter to the Selectmen dated September 10, 2012;
- (3) The Selectmen approve and authorize the execution of a non-exclusive, revocable License Agreement, in the form attached hereto, with the Miracle League of Massachusetts, Inc., as Licensee, allowing its use of the Property for recreational opportunities for children with special needs (the "License"); and
- (4) In recognition of the Steinberg-Lalli Foundation's generous donation of \$100,000 under a Matching Grant Agreement with the Miracle League of Massachusetts, Inc., to help create the Miracle Field, the Selectmen authorize a plaque or sign having such dimensions and appearance as the Selectmen may approve to be displayed at the field in a location approved by the Selectmen naming the field during the Term of the License as "The Joseph Lalli Miracle Field."

The foregoing motion was made, seconded and approved by the Acton Board of Selectmen by a vote of \_\_\_ to \_\_\_ on September 10, 2012.

\_\_\_\_\_, Clerk



September 10, 2012

Board of Selectmen  
Town Hall  
472 Main Street  
Acton, MA 01720

RE: Miracle Field

Dear Members of the Board:

Miracle League of Massachusetts, Inc. ("MLM") is a Massachusetts nonprofit corporation with a principal place of business at 220 Arlington Street, Acton, MA 01720. MLM is organized for charitable and educational purposes to provide recreational support and opportunities, including a baseball program, for children with physical and/or mental disabilities ("special needs"). MLM has raised a variety of donations of funds, services, materials, supplies, and equipment for the creation of a Miracle Field in the Town of Acton. A Miracle Field incorporates cushioned synthetic turf and accommodates wheelchairs and other walking devices to provide recreational opportunities for individuals with special needs. A Miracle Field will enrich the lives of these individuals, their families and their communities and will promote the public health, safety and welfare by enabling individuals with special needs to compete athletically among themselves and others in a safe environment.

Using many donations made to MLM, it has been possible for MLM to create a Miracle Field on certain land owned by the Town of Acton located off Quarry Road in Acton, MA. MLM offers this Miracle Field as a donation to the Town of Acton. MLM asks that the Board of Selectmen on behalf of the Town accept this gift of the Miracle Field, together with all of MLM's right, title and interest in and to all materials, supplies, equipment, improvements, fixtures, appurtenances, plans and warranties associated with and comprising the Miracle Field (the "Gift"). MLM makes this Gift free and clear of any formal restrictions on the use of the Gift or the land where it is located, but in the hope that the Gift will enable individuals with special needs to compete in athletic programs in the Town for years to come.

Miracle League of Massachusetts, Inc.  
By its duly authorized President and Treasurer,

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Richard Shertenlieb, President

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Andrew Richardt, Treasurer

## **LICENSE AGREEMENT**

This Agreement is entered into pursuant to the vote under Article 34 of the 2012 Acton Annual Town Meeting, between the Town of Acton, a Massachusetts municipal corporation with an address of Town Hall, 472 Main Street, Acton, MA 01720, acting by and through its Board of Selectmen (the "Town") and the Miracle League of Massachusetts, Inc., a Massachusetts nonprofit corporation with a principal place of business at 220 Arlington Street, Acton, MA 01720 (the "Licensee"), acting by and through its President and Treasurer. The Town and the Licensee are referred to hereinafter as the "Parties".

### **RECITALS**

WHEREAS, the Town owns certain land located off Quarry Road in Acton, MA, consisting of a portion of Parcel 30-1 on Town Atlas Map B-5, containing approximately 41,000 square feet more or less, and depicted as the "Miracle Field" on the plan attached hereto as **Exhibit A** and the structures, buildings, and equipment attached to said land (the "Site"), and the access roads, parking facilities, and other improvements serving the Site.

WHEREAS, the Licensee is organized for charitable and educational purposes to provide recreational support and opportunities, including a baseball program, for children with physical and/or mental disabilities (hereinafter referred to as "special needs").

WHEREAS, the Licensee has offered and the Town has accepted a gift of a special recreational facility known as a "Miracle Field" installed on the Site to enable individuals with special needs to compete in athletic programs.

WHEREAS, the Miracle Field incorporates cushioned synthetic turf and accommodates wheelchairs and other walking devices.

WHEREAS, the Miracle Field allows individuals with special needs to participate in an organized recreational program with their brothers, sisters and friends.

WHEREAS, the Town recognizes that the gift by the Licensee of the Miracle Field to the Town will enrich the lives of the individuals with special needs as well as their families and their communities and will promote the public health, safety and welfare of its citizens.

WHEREAS, pursuant to M.G.L. c. 21, § 17C, the Town desires to permit the public to use the Site including the Miracle Field for recreational, educational and charitable purposes without imposing a charge or fee therefor, and to license the Site on a non-exclusive basis to the Licensee, a nonprofit corporation, for said purposes.

WHEREAS, the Licensee operates an organized recreational program in which individuals with special needs will participate and desires to use the Miracle Field at the Site for such recreational, educational and charitable purposes.

WHEREAS, the Parties desire to enter into this non-exclusive License Agreement pursuant to which the Town agrees to allow the Licensee, in compliance with applicable laws

and the terms of this Agreement, to utilize the Miracle Field and accessory improvements at the Site.

### **AGREEMENT**

Now, therefore, in consideration of the mutual promises herein contained, it is hereby agreed as follows:

1. DATE OF AGREEMENT: September 10, 2012
2. TOWN'S ADDRESS: Town Hall  
472 Main Street  
Acton, MA 01720
3. LICENSEE'S ADDRESS: 220 Arlington Street  
Acton, MA 01720
4. LICENSED PREMISES: The Site, including the Miracle Field, and the access roads, parking facilities, and other improvements serving the Site, as the same may from time to time be altered, reduced, enlarged or increased in the discretion of the Town during the Term of this Agreement (the "Premises").
5. TERM: The initial term of this Agreement shall be for one (1) year, commencing on the date of this Agreement (the "Commencement Date") and ending at 11:59 p.m. on September 10, 2013, unless renewed or sooner terminated pursuant to any provision hereof. This Agreement may be renewed for subsequent one year periods beginning September 10, 2013, by a written amendment to this Agreement between the Town and the Licensee. The Licensee shall apply for such renewal by July 1 of any year in which renewal is sought. The initial term together with any renewal term is referred to as the Term.
6. PERMITTED USES: Subject to the terms and conditions of this Agreement, the Licensee may enter and use the Premises for recreational, educational and charitable purposes without imposing a charge or fee therefor to provide recreational support and opportunities, including a baseball program, for children with special needs and for uses normal and accessory thereto, including without limitation parking uses, and for no other purposes, unless the Town otherwise explicitly agrees in writing. This Agreement is a non-exclusive license of the Premises by the Town to the Licensee. This Agreement does not transfer to the Licensee any interest in real property; and the Town reserves and shall always have the right to enter the Premises at any time for any reason. Without limitation, the Town reserves the right to use the Premises for public recreational purposes and for uses normal and accessory thereto, including without limitation parking uses. Any use of the Premises by the Licensee shall be in accordance with the provisions of **Exhibit B** attached hereto and incorporated herein by reference.

7. PERMITS: The Licensee shall obtain, maintain and comply with all necessary governmental permits, licenses and approvals required to allow the Licensee to construct, operate or maintain the Miracle Field on the Premises in accordance with this License (collectively, the "Permits").
8. PRIORITY FOR USE OF PREMISES: The Town and the Licensee shall have priority rights to use the Premises as provided in **Exhibit B**; provided that, notwithstanding anything set forth herein to the contrary, the Town shall be entitled to use the parking areas built or to be built on the Premises at any time so long as during all times when the Licensee has priority to use the Premises sufficient parking remains available for the Licensee's use of the Premises.
9. EASEMENTS AND COVENANTS; COMPLIANCE WITH LAWS. The Licensee's right to use the Premises is subject to all covenants, restrictions, easements, encumbrances, rights, and agreements of record to the extent in force and applicable, and it is subject to zoning, environmental and building laws, ordinances and regulations and such other laws, ordinances and regulations as may from time to time be applicable to the Premises and any facilities constructed thereon. At its sole cost and expense, the Licensee shall comply with all laws and regulations now in effect or which may become effective in the future which pertain to Licensee's use of the Premises.
10. TITLE. The Town covenants that, as of the date of this Agreement, the Town is the owner in fee simple of the Site.
11. TERMINATION.
  - a. This Agreement is a non-exclusive, revocable license, which is terminable at will and without notice by the Licensor for any or no reason, as determined in the sole and absolute discretion of the Licensor. If this License is revoked or terminated by the Town, but due to no fault of the Licensee or any of Licensee's Parties, then the Town will endeavor (but without obligation to do so) to give the Licensee thirty (30) days written notice after such revocation or termination before this License comes to an end.
  - b. The Licensee may terminate this License if the Town makes any alterations that materially change the Miracle Field so as to render it incapable of providing the recreational resources as donated by the Licensee.
  - c. If this License is revoked or terminated as provided herein, this License shall come to an end as fully and completely as if the Term had expired on the date set forth in Section 5, and Licensee shall vacate the Premises as provided in this License. If this License is revoked or terminated, Licensee shall not be relieved of liability to the Town for any other injury or damage sustained by the Town as a result of a Licensee's entry and/or use of the Licensed Premises, whether occurring before or after such termination. Licensee expressly waives any right against the Town to punitive, incidental or consequential damages.

12. ACCEPTANCE OF PREMISES. The Licensee agrees that the Premises are being delivered "as is." The Town makes no representations or warranties, express or implied, respecting the condition of the Premises during the Term.

13. ADDITIONAL COVENANTS. The Parties further agree to conform to the following provisions during the Term:

- a. The Town agrees to remove trash and refuse from the Premises that are placed in the trash barrels provided by the Town in conjunction with its regular maintenance of NARA Park. The Licensee shall provide for the removal of trash and refuse from the Premises caused by or occurring during the use of the Premises by the Licensee (and all persons claiming under the Licensee, including the Licensee's contractors, employees, agents, guests, and other Licensee invitees) that is not placed in the provided trash barrels or is as a result of a special event held by the Licensee.
- b. The Town will maintain the natural environment surrounding the area shown on the attached Plan as Miracle Field, including cutting of the grass, in conjunction with its regular maintenance of NARA Park.
- c. The Town will not permit the Premises to be used in a manner that may or would result in damage to or destruction of the Miracle Field.
- d. The Licensee will implement reasonable inspection, safety and security measures related to the use of the Premises by the Licensee (and all persons claiming under the Licensee, including the Licensee's contractors, employees, agents, guests, and other Licensee invitees). The Licensee shall prepare the Miracle Field before each game, practice or other use by removing all sticks, rocks, leaves, litter, or other debris and by making safe all defects or obstructions to safe play.
- e. The Licensee will repair to the reasonable satisfaction of the Town any damage to the Premises caused by the use of the Premises by the Licensee (and all persons claiming under the Licensee, including the Licensee's contractors, employees, agents, guests, and other Licensee invitees) other than that caused by normal wear and tear.

14. TRANSFER OF RIGHTS. Notwithstanding anything set forth herein to the contrary, the Licensee covenants and agrees that it will not grant rights to use the Premises to any third party, except that the Licensee may, in compliance with applicable law and this Agreement, allow use of the Premises for the Permitted Uses to Licensee's contractors, employees, agents, guests and invitees on a per use basis.

15. SURRENDER. At the end of the Term, the Licensee shall surrender to the Town the Premises in good order and repair, except for ordinary wear and tear.

16. DEFENSE AND INDEMNITY. To the fullest extent permitted by law, Town shall not be liable for, and Licensee shall defend, indemnify and hold harmless the Town and its boards, departments, officers, officials, agents, servants, contractors and employees and volunteers against and from all demands, actions, causes of action, debts, liens, suits, contracts, agreements, damages, and any and all claims, demands and liabilities whatsoever of every name and nature, both in law and equity, arising from or relating to the use of the Premises (including without limitation the use of the Site, the Miracle Field, or the parking areas ) by the Licensee and all persons claiming under the Licensee, including without limitation the Licensee's contractors, employees, agents, guests, and other Licensee invitees. Licensee shall have no obligation to defend or indemnify the Town and its boards, departments, officers, officials, agents, servants, contractors, employees and volunteers from claims caused by the negligence or willful misconduct of the Town and its agents or from any condition relating to the repair, alteration or replacement work performed at said Premises on behalf on the Town.

17. INSURANCE.

- a. The Licensee shall at its sole expense procure and keep in force from and after the date of this Agreement and throughout the Term: (a) a Commercial General Liability insurance policy or policies (including without limitation Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability) naming the Town (and its boards, departments, officers, officials, agents, servants, contractors and employees and volunteers) as additional named insured and insuring on an occurrence basis against claims and liabilities for bodily injury and property damages to any guest or invitee of the Licensee with limits (including excess or umbrella policies) not less than \$1,000,000.00 per occurrence and not less than \$3,000,000.00 in the annual aggregate; and (b) insurance protecting against liability under Worker's Compensation Laws with limits at least as required by statute. Any deductible or self-insured retention must be declared in advance to and approved in advance by the Town Manager.
- b. All insurance policies required by this Agreement shall be issued by companies authorized to do business in the Commonwealth of Massachusetts. Prior to any use or occupancy of the Premises by the Licensee pursuant to this Agreement, Licensee shall furnish the Town with certificates of insurance and amendatory endorsements effecting coverage required by this Agreement. Licensee shall furnish certified copies of the actual required insurance policies within 30 days after this Agreement is effective. Thereafter, Licensee shall furnish the Town with copies of all renewal policies, certificates and amendatory endorsements within 30 days of the expiration of the term of any required policy. Licensee shall permit Town at all reasonable times to inspect and copy any policies of insurance that Licensee has not delivered to Town.
- c. Licensee's failure to provide insurance specified or failure to furnish certificates of insurance, amendatory endorsements and certified copies of policies, or failure to make premium payments required by such insurance, shall constitute a material



breach of the Agreement, and Town may, at its option, terminate the Agreement for any such default by Licensee pursuant to Section 11.

- d. The general liability policies are to contain, or be endorsed to contain, the following provisions:
  - i. Primary Insurance Endorsement. For any claims related to this Agreement, the Licensee's insurance coverage shall be primary insurance as respects the Town (and its boards, departments, officers, officials, agents, servants, contractors and employees and volunteers). Any insurance by the Town (and its boards, departments, officers, officials, agents, servants, contractors and employees and volunteers) shall be excess of the Licensee's insurance and shall not contribute with it.
  - ii. Notice of Cancellation. Each required insurance policy shall be endorsed to state that coverage shall not be canceled by Licensee, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town at the address shown in section entitled "Notice."
  - iii. Severability of Interest Clause. Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

#### 18. RELEASE AND LIMITATION OF LIABILITY.

- a. The Licensee (on behalf of itself and all persons claiming under the Licensee, including without limitation the Licensee's contractors, employees, agents, guests, and other Licensee invitees) hereby releases and forever discharges the Town of Acton and its boards, departments, officers, officials, agents, servants, contractors, employees and volunteers of and from all demands, actions, causes of action, debts, liens, suits, contracts, agreements, damages, and any and all claims, demands and liabilities, both in law and equity, arising from or relating to the Licensees' use of the Premises including without limitation any activities conducted by the Licensee on the Premises, the Site, the Miracle Field, or the parking areas.. .
- b. The Licensee shall obtain from each parent or legal guardian of each minor child, prior to participating in any athletic program or other activities sponsored or allowed by the Licensee at the Premises and shall deliver to the Town's Recreation Director, an executed Release in the form attached hereto as **Exhibit C**. The Licensee shall not permit any minor child whose parent or legal guardian has not signed such a Release to participate in any athletic program or other activities sponsored or allowed by the Licensee at the Premises.

- c. The Licensee (and all persons claiming under the Licensee, including the Licensee's contractors, employees, agents, guests, and other Licensee invitees) shall use and occupy the Premises at the Licensee's and their own risk.
- d. The Licensee will be entitled to use the Premises free of charge; and the Licensee shall not impose a charge or fee to its guests or invitees or any other person to use the Premises.

19. FIRE AND CASUALTY. In the event that any improvements on the Premises, including without limitation the Miracle Field, shall be partially or substantially damaged by fire or other casualty during the Term hereof, neither the Town nor the Licensee shall have the obligation to restore the damaged improvements. If, however, the Licensee elects not to restore, it shall so notify the Town in writing within ninety (90) days of the damage. The Town may thereupon raze the damaged improvements and terminate this Agreement. If the Licensee elects to repair or restore the damaged improvements, it shall so notify the Town in writing within ninety (90) days of the damage, and the Licensee shall restore the damaged improvements at its expense within a reasonable amount of time needed to make said restorations, and this Agreement shall remain in full force and effect.

20. DEFAULT AND REMEDIES: If the Licensee should fail to comply with or breach any of the terms of this Agreement and shall not cure such failure or breach within thirty (30) days after written notice of such default from the Town to the Licensee, then the Town may: declare the Licensee in default under this Agreement, terminate this Agreement pursuant to Section 11 of this Agreement and/or otherwise exercise such rights and remedies as may be available at law and in equity arising from such default by the Licensee.

21. MISCELLANEOUS PROVISIONS

- a. Waiver. Failure on the part of either Party to complain of any action or non-action on the part of the other, no matter how long or often the same may continue, shall not be deemed to be a waiver of any rights hereunder. Further, no waiver at any time of any of the provisions hereof by either Party shall be construed as a waiver of any of the other provisions hereof; and a waiver at any time by either Party of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of the Town to or of any action by the Licensee requiring the Town's consent or approval shall not be deemed to waive or render unnecessary the Town's consent or approval to or of any subsequent similar act by the Licensee.
- b. Mechanic's Liens. The Licensee shall pay promptly for any work done (or material or service furnished) by or on behalf of the Licensee on or about the Premises or the Site, and the Licensee shall not permit or suffer any lien to attach to the Premises, the Site, or any other premises owned by the Town. The Licensee shall immediately discharge (either by payment or by filing of the necessary bond, or otherwise) any mechanic's, materialmen's, or other lien against the Premises or the Site, any other premises owned by the Town, the

Town and/or the Town's interest therein, which liens may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies, or equipment furnished to or for the Licensee in, upon or about the Premises or the Site.

- c. Survival. Upon the expiration of this Agreement, and in the event the Town terminates the Agreement in accordance with its terms, the provisions of Sections 15, 16, 17, 18, 20 and 21 shall survive such expiration or termination.
- d. Non-Discrimination. When using the Premises pursuant to this Agreement, the Licensee shall not discriminate or permit discrimination in any manner against any person or class of persons because of race, color, creed, national origin, sex, age, handicap or marital status.
- e. Notice. Any notice, demand or request required to be given hereunder shall be deemed sufficiently given or served on either of the parties hereto either by hand-delivery or mailed by certified mail, return receipt requested, postage prepaid, to the Town (care of the Town Manager) at the address in ¶ 2 hereof or to the Licensee (care of its President) at the address in ¶ 3 hereof, or to such other address as the party shall by written notice sent hereunder designate.
- f. Invalidity of Particular Provisions. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- g. Governing Law. This Agreement shall be governed exclusively by the provisions hereof and by the laws of the Commonwealth of Massachusetts, as the same may from time to time exist.
- h. Section Headings. The section headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

WITNESS the execution hereof, under seal, in any number of counterpart copies, each of which counterpart copies shall be deemed to be an original for all purposes as of the day and year first above written.

## Town of Acton

By its Board of Selectmen,

Pamela A. Harting-Barrat, Chair

Janet K. Adachi

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Mike Gowing

David Clough

John Sonner

DATED: September 10, 2012

**Miracle League of Massachusetts, Inc.**

By its duly authorized President and Treasurer,

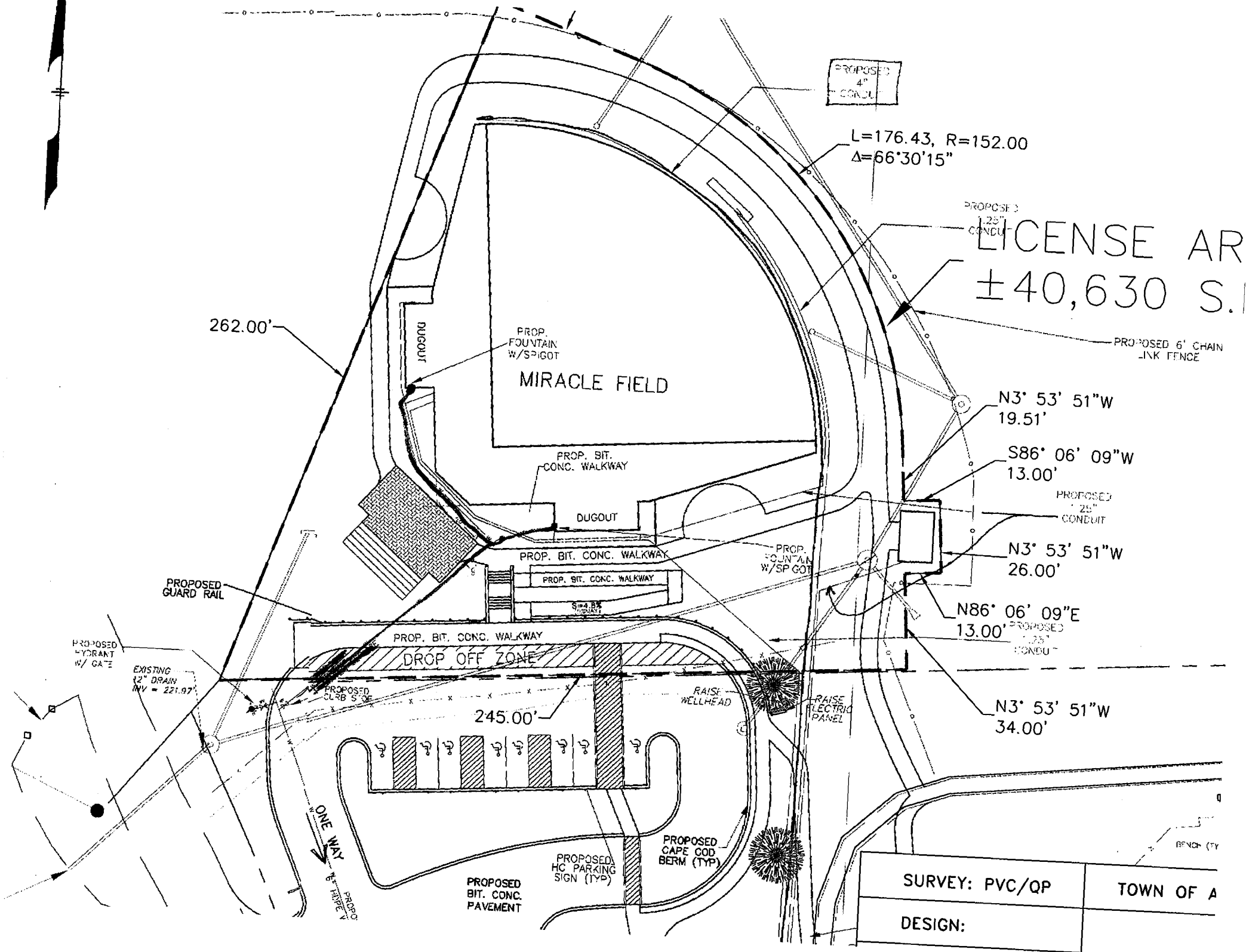
Richard Shertenlieb, President

Andrew Richardt, Treasurer

DATED: September \_\_, 2012

**EXHIBIT A**

**PLAN OF THE SITE**



## **EXHIBIT B**

### **MIRACLE FIELD OPERATION**

The Town of Acton and Miracle League of Massachusetts, Inc. have agreed on the following terms and conditions with respect to the use of the Premises:

1. Unless otherwise controlled by law (including a bylaw or regulation passed by the Town), the Miracle Field may be used from dawn until dusk on a daily basis.
2. The Town through its Recreation Director, or his or her designee, and the Licensee through its President, or his or her designee, will meet no less frequently than semi-annually during the Term of the Agreement in an effort to mutually agree on the scheduling of the use of the Miracle Field. In the absence of an agreement on scheduling, the Town's Recreation Director shall in his or her discretion assign times for use of the Miracle Field by the Town and other times for use of the Miracle Field by the Licensee.
3. The Town will have priority with respect to the use of the Miracle Field during those times scheduled and assigned for the Town's use pursuant to Exhibit B, ¶ 2 (the "Town's Priority Use Periods").
4. The Licensee will have priority with respect to the use of the Miracle Field during those times scheduled and assigned for the Licensee's use pursuant to Exhibit B, ¶ 2 (the "Licensee's Priority Use Periods").
5. The Town will have priority over the Licensee to use the Premises during the Town's Priority Use Periods, and the Licensee will have priority over the Town during the Licensee's Priority Use Periods, but the Town and the Licensee will not have priority to the exclusion of the other Party hereto during these periods. Rather, the Town will be entitled to use the Premises during the Licensee's Priority Use Periods if the Licensee is not using the Premises, and the Licensee will be entitled to use the Premises during the Town's Priority Use Periods if the Town is not using the Premises. The Town and the Licensee will coordinate scheduling for the use of the Premises as provided above.
6. The Town will retain all responsibility for scheduling at the Premises during the Town's Priority Use Periods, and the Licensee will retain responsibility for all scheduling at the Premises during the Licensee's Priority Use Periods. Notwithstanding the preceding sentence, the Licensee and the Town acknowledge that a designee of the Licensee may be permitted to conduct scheduling during the Licensee's Priority Use Periods on behalf of the Licensee.
7. Without the prior written consent of the Town, the Licensee shall not permit the use of air horns or similar devices on the Premises; and the Licensee shall conduct its use of the Premises in a manner that minimizes disturbance to neighbors in the vicinity of the Site.

8. The Licensee shall not permit the consumption of alcoholic beverages or illegal drugs on the Premises.
9. When Licensee is using the Premises, Licensee shall promptly report any bodily injury and property damages known to the Licensee that occur on the Premises to the Acton Police Department. For each such incident, Licensee shall also within five days file a written report with the Town's Recreation Director or his/her designee.
10. The Town may at any time temporarily suspend Licensee's right to use the Premises for reasons relating to emergency repairs, public health, or public safety. Licensee shall promptly abide by any such suspension order.
11. Licensee shall comply with all applicable CORI and SORI requirements.
12. Licensee shall comply with all public health standards applicable to youth athletic programs.
13. For the participants in its programs at the Premises, Licensee shall to the best of its abilities:
  - a. Provide a safe, positive environment in which the youth may participate;
  - b. Provide supervision through positive role models who will focus on developing skills, teamwork, sportsmanship and winning and losing graciously;
  - c. Allow all participants to play regardless of ability;
  - d. Help build self-confidence and self-esteem while teaching respect for oneself and others;
  - e. Encourage the making of new friends;
  - f. Continue to improve and enhance the quality of the youth sports experience; and
  - g. Hold parents, coaches and participants accountable for their actions.
14. The Licensee shall comply with the Town's policy and the Acton Zoning Bylaw regarding signs, advertising and the naming of the Miracle Field or other improvements on the Premises. The Town may remove at the Licensee's expense any billboards, banners, posters, signs or other advertising devices erected, installed, or placed by Licensee in violation of this paragraph and upon Licensee's failure to remove said billboard, banner, poster, sign or other advertising device after fifteen (15) day written notice from Town.



**EXHIBIT C**

**RELEASE**

I, \_\_\_\_\_, the undersigned \_\_\_\_\_ [father, mother, legal guardian] of \_\_\_\_\_, a minor (the "Minor"), do hereby consent to the Minor's participation in voluntary athletic programs conducted at and in the vicinity of the so-called Miracle Field on land of the Town of Acton located off Quarry Road in Acton, MA (the "Premises"), and do hereby irrevocably and forever RELEASE, acquit, discharge, and covenant to hold harmless the Town of Acton and its boards, departments, officers, officials, agents, servants, contractors, employees and volunteers from any and all demands, actions, causes of action, debts, liens, suits, contracts, agreements, damages, and any and all claims, demands and liabilities whatsoever of every name and nature, both in law and equity, directly or indirectly arising from, relating to, on account of, or in any way growing out of the Minor's use of the Premises including without limitation all known and unknown claims for bodily injuries, personal injuries, loss of consortium and property damages which I may now or hereafter have as the parent or guardian of said Minor and which said Minor now has or hereafter may have, either before or after the Minor has reached his or her majority resulting from the Minor's participation in any athletic programs or other use of the Premises.

Minor's Name and Address: \_\_\_\_\_

Parent's Name and Address: \_\_\_\_\_

Parent's Signature: \_\_\_\_\_

Guardian's Name and Address: \_\_\_\_\_

Guardian's Signature: \_\_\_\_\_

Date: \_\_\_\_\_